

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

SUNSTAR AMERICAS, INC.,

Plaintiffs

v.

AMIGUET BROTHERS, INC.,

Defendant

CIVIL NO. 08-1288 (JP)

JUDGMENT BY DEFAULT

The Court has before it a motion for default judgment as to Defendant Amiguet Brothers, Inc. ("Amiguet") (**No. 15**) filed by Plaintiff Sunstar Americas, Inc. ("Sunstar"). The Motion is unopposed.

By way of background, the Clerk of the Court entered default (No. 12) against Defendant on March 14, 2008. Thereafter, Plaintiffs filed the instant motion for default judgment (No. 15). Then, in compliance with this Court's Order (No. 16), Plaintiff filed a copy of the Distribution Contract for the sale of oral care products (No. 17) from Plaintiff to Defendant, whose alleged breach comprises the basis for Plaintiff's complaint. Upon the Court's determination that said contract was unsigned (No. 19), Plaintiff filed an informative motion which included an affidavit (No. 20) from Eduardo R. Vargas, Vice President of the Latin American Group of

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Sunstar Americas, Inc., attesting to Plaintiff's business agreement with Defendant, and Defendant's nonpayment.

Upon consideration, collectively, of Plaintiff's motions and the Clerk's entry of default against Defendant Amiguet, the Court makes the following **DECLARATIONS**:

(1) Plaintiff Sunstar had just cause for termination of the Distribution Contract with Defendant Amiguet;

(2) Defendant Amiguet's actions and omissions constitute a breach of Amiguet's essential obligations under its distribution agreement with Sunstar and, consequently, Sunstar is entitled to terminate said agreement.

Pursuant thereto, the Court hereby **ENTERS JUDGMENT** for Plaintiff Sunstar **to have and recover** from Defendant Amiguet the amount of **\$131,605.63** as outstanding principal, and accrued interest pre- and post-judgment, at the rate provided by law in Title 28 U.S.C. § 1961, for nonpayment on invoices from the sale of oral care products to Amiguet. Pre-Judgment interest shall be calculated from the date of the Distributorship Agreement -- May 31, 2007.

IT IS SO ORDERED.

In San Juan, Puerto Rico, this 5th day of August, 2008.

s/Jaime Pieras, Jr.
JAIME PIERAS, JR.
U.S. SENIOR DISTRICT JUDGE